

(Mount Clipping in Space Below)

PICKING A WINNER IN N.Y.C.'S GREAT LAND RUSH OF '85

Part 2: Inside the \$1B Coliseum deal

Today The Post provides in step-by-step view of the decision-making process in the city's biggest land deal ever.

By BARBARA ROSS

FROM the beginning, city and MTA officials expected a strong response to their request for proposals (RFP) on the Coliseum site.

Marietta Boyle said that in the five years she has served as Real Estate Director for the MTA, "If I didn't get a call a day from someone interested in the site, it was a slow day."

The RFP was issued last February after more than a year of preparation. The deadline for submitting proposals was May 1.

During the interim, officials got numerous calls from developers with detailed questions about the RFP requirements. In March, they set up a meeting to handle the growing number of inquiries.

"The whole world came to this meeting. That's when we knew we were hot," said Avi Eiderman, special assistant to Mayor Koch.

The excitement really boiled over on May 1 when 35 proposals came in — one offering a purchase price that was more than double the appraised value of the property!



Mort Zuckerman, the Boston developer-publisher who assembled the winning package in the Coliseum land rush.

The next step in the process involved a review of the proposals by an eight-member committee.

There were four MTA representatives: Boyle; General Counsel Steven Roland; George Schoepfer, head of the Triborough Bridge and Tunnel Authority; and Margaret Boepple, director of community affairs.

The city's four members were Alderman City Planning Commission Chairman Herb Sturz; Jack Lush, special advisor to the mayor; and Steven Spinola, president of the Public Development Corp.

Boyle's staff took the first step, making sure that all the necessary documents had been submitted.

Two developers were immediately disqualified because they had not submitted \$100,000 refundable deposits.

Then, Sturz' staff reviewed the plans to make sure they conformed with

all zoning and design requirements.

Sturz' aide, Phil Schneider said most proposals had some problems which could be corrected.

The plan submitted by Bruce Eichner had a major flaw: the commercial space was located on top of his residential floors, a no-no in urban zoning.

But, he added, the relatively minor problems with most of the projects soon became irrelevant when the selection committee decided on May 9 to narrow the field to the five top bidders.

New York Coliseum Land Co., a joint venture of Joseph and Robert Bernstein and Kuniaki Gumi, a major Japanese construction firm. They proposed to erect an 80-story building designed by Swanke Hayden Connell.

Boston Properties-Salomon Brothers, Inc. Their twin towers of 57 and 72 floors would be decked out with a staggered array of greenhouses in a controversial design by Moshe Safdie.

The Trump Organization-NYKakow & Co. Inc., which submitted two proposals with the same purchase price.

One plan by Helmut Jahn called for a glass-skinned octagonal tower with a spiraling, ten-traced staircase effect (each step six stories high) on one side. It was dubbed the "Bubby Berkley Building."

(Indicate page, name of newspaper, city and state.)

— p. 25, New
— York Post
— NY, NY

Date: 8/13/85

Edition:

Tuesday

Title:
Labor Kickstarting -
LCN

Character: AR
or

Classification:
Submitting Office: NY

92A-1880-Sub B
-335

NYC
D
JL
D
NYC
NYC
NYC

1359980-127

The 8 who shouldered the decision



GEORGE SCHOEFFER
MTA chief of city's toll bridges & tunnels.



JACK LUSK
A top transportation advisor to Koch.



MARSILIA BOYLE
MTA's respected real estate chief.



HERBERT STURZ
Powerful head of city Planning Commission.



STEVEN SPINOLA
Head of city's Public Development Corp.



MARGARET BOEPPLE
Ex-Koch aide, now MTA's chief lobbyist.



ABE BIDERMAN
Top mayoral aide on MTA's chief lobbyist.



STEVEN POLAN
MTA's general counsel and tough negotiator.

On July 10, Biderman gave the Coliseum-review committee the clincher — his analysis of the comparative tax revenue.

He estimated that over 15 years, the Zuckerman proposal would generate \$305 million more in terms of real estate, real property transfer, retail and hotel sales, commercial rent, personal and corporate income taxes.

Critical to this analysis, Biderman said, were Philip Salomon's vow to rent 1.5 million square feet of space from Zuckerman for 15 years at a cost of over \$1.5 billion, and its plan to create 3500 new jobs.

He estimated that in terms of personal and corporate income tax, for example, the Bernstein project would produce \$70.1 million to \$22.5 million from Zuckerman's.

One reason for the big difference is that Biderman figured on only 2700-3000 new jobs from the Bernstein project compared to 5500 from Zuckerman's. He also assumed that the latter will be higher paying positions.

"He [Zuckerman] couldn't do it without Salomon, and we wouldn't have committed ourselves to him without [a tenant] of Salomon's caliber," Biderman explained.

Although the Bernsteins are sharply critical of the assumptions in the Biderman analysis, Biderman said he had the accounting firm of Deloitte, Haskins & Sells, among others, review his assumptions and arithmetic just to be sure.

"They gave him the nod by phone."

The same day, one last obstacle was cleared: Mayor Koch and MTA Chairman Robert Kiley signed an agreement that the city would pay the MTA the \$22 million difference between the two bids.

On July 11, Zuckerman got the good news. Finally. Officially. He had made it big in the Big Apple.

THE BIDDERS & THE BIDS

FIFTEEN proposals were submitted for the Coliseum site. Two were not taken seriously because they were not accompanied by a required refundable deposit of \$100,000. The remaining 13 were:

New York Coliseum Land Co. (The Bernstein Bros./Kumogai Gumi Co.)	\$477 million
Boston Properties/Salomon Brothers, Inc.	\$353 million
The Trump Organization/H.J. Kalikow & Co., Inc. (2 proposals)	\$331 million
Silverstein Properties/Amerimbass Realty Co./Melvin Simon & Assocs., Inc.	\$324 million
Ackerman & Company	\$295 million
Gairbreath-Rustin Corp./The Lefrak Org.	\$272 million
Rich-Tichner Joint Venture	\$251 million
Hirschfeld Realty/Rapid America Corp./Drexel Burnham Lambert, Inc.	\$250 million
Zeckendorf Co./World Wide Holdings Corp./The Taubman Co., Inc./Oxford Ventures, Inc./Arthur G. Cohen Proper- ties, Inc./Joseph Gindi	\$240 million
Metropolitan Prop. Corp./Columbus Towers Prop.	\$235 million
Bachtel Invest., Inc./Park Tower Dev'l Corp.	\$225 million
Prudential Ins. Co. of Amer./Sterling Equities	\$175 million



Four losers in the Great Land Rush of '85: from left, Joseph Bernstein, Abe Hirschfeld, Donald Trump and Larry Silverstein.

Post chart by John Woodruff

The other by E.A. Atkin was a 10-sided, 137-story tower, symmetrically situated like some kind of telescope on a Gothic-style wedding cake. It would have been the world's tallest building.

Silverstein Properties, Amerimbas Realty Co., Melvin Simon & Associates, Inc. Architects Skidmore, Owings & Merrill called for three traditional buildings — two 43 stories high and one of 63 stories.

The semifinalists had submitted bids ranging from \$324 million to \$477 million. The losers had only been willing to spend between \$175 million and \$295 million.

All the semifinalists had included office, retail and hotel space in varying dimensions. The only proposal with no residential space came from Boston Properties.

At this point, the committee interviewed each developer extensively.

Each was asked, among other things, whether they had firm commitments from tenants to occupy their retail and office space or from hotel chains to run that

part of the operation.

"Everyone tells you that he has a commitment from a major tenant [Mortimer] Zuckerman was the only one who brought the tenant to the table," said Boyle.

"It was a real coup," Biderman agreed.

Zuckerman, co-owner of Boston Properties, had a commitment from Phibro-Salomon, Inc. to put its world headquarters in his building. The huge New York investment banking firm would occupy 1.5 million square feet of his office space and create about 400 new jobs. Accord-

ing to Boyle, this made the Boston Properties proposal stand out among the rivals.

"You know you can take that proposal to the bank," she said.

In ensuing weeks, the city and MTA staff met several times with community leaders to get their views.

The Coliseum property is somewhat unusual in that it is covered by three Community Planning Boards — numbers 4, 5 and 7 — which means triple protection or triple twist, depending on your perspective.

Officials got the clear impression that community leaders liked the traditional look of the Silverstein complex best, but overall, their objections to the other proposals seemed less well defined.

Despite community support for Silverstein's building, officials agreed it was beginning to look like Trump and Silverstein were eliminated.

Attention focused on the two top bidders: Boston Properties, who offered \$433 million for the site and New York Coliseum Land Co. with \$477 million.

In early June, Boyle

said, "some feelings were put out to [Zuckerman-Salomon] to see if there was any movement in the purchase price."

"If they hadn't moved, we probably would have gone with New York Land," she added.

But on June 10, Zuckerman informed the MTA that his bid would leap to \$433.1 million. To help pay for this added cost, he later

adjusted his plan to include some luxury condominiums.)

Later that day, letters went out to the two top bidders giving them one last chance to raise the ante.

On D-Day, June 14, Zuckerman raised his bid a smidge to \$433.1 million. New York Coliseum Land Co. didn't budge.

For the next month, the committee focused on the two proposals.

They weighed the merits of their design, how pedestrian traffic would flow, how the subway complex would be improved, etc.

Schneider said that while there were more design problems with the Bernstein proposal, they could be resolved.

The critical issues centered around:

• Money: Was Kuman's financial backing real, dependable, solid?

After all, the designated developer would have to put up a letter of credit for 10 percent of the price — about \$45 million — at the closing.

The city could tap that in the event of a default.

The answer, from Japan, was loud and clear: The enormously rich parent company would stand behind the development.

• Experience. This was the first "starting from scratch" development for the Bernsteins but one of many for Zuckerman.

The Bernsteins have successfully rehabilitated a string of old buildings here, including the old Korvette store in Herald Square. Could they handle

development this large and complex?

The issue was never really resolved because the next issue became paramount.

• The comparative economic benefits of each project to the city, which would produce more revenue in the most reliable fashion.

Officials said the problem with the Bernstein proposal was two-fold:

One, it relied too much on residential and retail use, 34 and 28 percent, respectively, of 2.5 million square feet of space.

In contrast, about 73 percent of the 2.7 million square feet in Zuckerman's proposal would be office space.

Biderman said that from a revenue-raising standpoint, office space is better for the city.

Commercial buildings are assessed at a higher value and thus generate more property taxes and they are subject to other ancillary levies like the occupancy tax, which most condo owners don't pay.

They also tend to generate more higher paying jobs which means more in city income taxes.

The Bernsteins argued that their project's retail space would generate much more in sales taxes and would produce many more low-skill-level jobs desperately needed by the city's unemployed.

The problem with this argument, officials said, is that they were not convinced that the Bernsteins could really fill the retail space.

The brothers tried to reassure them, producing leases for as-yet-unoccupied space in their vertical Herald Center shopping complex.

On June 16, when it asked for one final bid, the MTA again asked the Bernsteins for "an identification and/or commitment from an anchor tenant" which had been promised for the retail space.

"They gave us a lot of letters of interest, but none were as solid as the Salomon Brothers," Boyle recalled.

Where they did have "solid" promises from prospective tenants, she added, "they were very, very, small amounts of space."

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 2
Page 2 ~ b1 - -1; b6 - -3,-7; b7C - -3,-7; b7D - -1;
Page 3 ~ b1 - -1;

XXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXX

DATE: 04-24-2012
CLASSIFIED BY 60322 UC/LP/PLJ/JCF
REASON: 1.4 (b, d)
DECLASSIFY ON: 04-24-2037

~~SECRET~~

EXEMPTED FROM AUTOMATIC
DECLASSIFICATION
AUTHORITY DERIVED FROM:
FBI AUTOMATIC DECLASSIFICATION GUIDE
EXEMPTION CODE: 25X(1-HUM, 6)
DATE 02-10-2017 BY: C28W34B64
INBOX.23 (#8765)

TEXT: VZCZCNY0156

PP HO

NY #0156 2970320

INT SSSS

R-232302Z OCT 87

FM FBI NEW YORK [REDACTED]

(P) (I-28)

b1 -1

TO DIRECTOR FBI PRIORITY

BT

~~SECRET SECTION 1 OF 2~~

DO: NY

(S)

b1 -1

THIS COMMUNICATION IS CLASSIFIED "SECRET" IN ITS ENTIRETY.

~~SECRET~~

REFERENCE TELCAL FROM SUPERVISORY SA [REDACTED] UNIT CHIEF
FBIHQ TO SA [REDACTED] V-40 OF THE NYO ON OCTOBER 15, 1987.

12 NOV 17 1987

b3 -3
b6 -1
b7C -1
b7E -1

IN THE ABOVE REFERENCED TELCAL SSA [REDACTED] ADVISED THAT THE

b1 -1

PC154 R 28 VH 81

MURRAY J. GOODMAN

EP

32 MAY 25 1988 ~~SECRET~~

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

Exec AD Adm.	[]
Exec AD Inv.	[]
Exec AD LES	[]
Asst. Dir.	[]
Adm. Servs.	[]
Crim. Inv.	[]
Ident.	[]
File.	[]
Legal Coun.	[]
Off. Com & Public Affs.	[]
Rec. Mgmt.	[]
Tech. Servs.	[]
Training	[]
Off. Liaison & Int. Affs.	[]
Telephone Rm.	[]
Director's Secy.	[]

1359980-117

Chadis

(S)

PAGE FOUR DE NY C150 SIE C ~~SECRET~~ SECTION 1 OF 2

b1 -1

AFTER SEVERAL ATTEMPTS [REDACTED]

b6 -7
b7C -7
b7D -1

APPOINTMENT TO INTERVIEW WAS MADE FOR [REDACTED]

[REDACTED] HAS CONTACTED AND ARRANGED

[REDACTED]
[REDACTED] WAS INTERVIEWED BY AGENTS OF THE NYC IN THE
PRESENCE OF [REDACTED] COUNSEL AND PROVIDED THE FOLLOWING
INFORMATION: [REDACTED] STATED [REDACTED] HAD NOT MADE THE STATEMENT
ATTRIBUTED TO [REDACTED]
FURTHER STATED [REDACTED] DID NOT KNOW THE NAME OF THE SOUTH KOREAN
PRESIDENT AND COULD NOT EVEN BE ABLE TO LOCATE KOREA ON A MAP.

b6 -7
b7C -7
b7D -1

b6 -3,-7
b7C -3,-7
b7D -1

[REDACTED] ALSO ADVISED [REDACTED] BY A

NAMED [REDACTED]

AND HAD TOLD [REDACTED]

~~SECRET~~

4

1359980-120

PAGE FIVE DE NY 6155 S E C R E T SECTION 1 OF 2

[REDACTED] THAT [REDACTED] WERE RECEIVING A LOT OF
INQUIRIES FROM POTENTIAL PURCHASERS. [REDACTED] TOLD [REDACTED]

THAT ONE OF THESE INQUIRIES WAS FROM AN INDIVIDUAL WHO CLAIMED TO BE

[REDACTED] STATED THAT THE [REDACTED] INDIVIDUAL NEVER NAMED [REDACTED] OR THE

COUNTRY INVOLVED. ACCORDING TO [REDACTED] THE COMMENT TO

[REDACTED] WAS MADE IN PASSING AND THE INCIDENT HAD OCCURRED FAR
ENOUGH IN THE PAST THAT [REDACTED] COULD NOT EVEN REMEMBER THE NAME OF THE
INDIVIDUAL WHO CALLED [REDACTED]. [REDACTED] INFORMED THE INTERVIEWING
AGENTS THAT [REDACTED] RECEIVED SO MANY CALLS FROM INDIVIDUALS THAT UNLESS
THE INDIVIDUAL WAS A SERIOUS PURCHASER [REDACTED] DID NOT PAY TOO MUCH
ATTENTION TO THEIR INQUIRIES.

b6 -3,-7
b7C -3,-7
b7D -1

[REDACTED] SAID [REDACTED] RECEIVED
SEVERAL CALLS FROM THE SOUTH KOREAN CONSULATE CONCERNING THE MATTER
AND [REDACTED] CONTACTED [REDACTED] ASKED [REDACTED] WHY
HE HAD [REDACTED] ACCORDING TO [REDACTED]

TOLD [REDACTED] THAT THERE WERE A GROUP OF ASIANS STANDING IN THE LOBBY AS
[REDACTED] WALKED OUT AND ONE OF THE ASIANS WAS SPEAKING KOREAN.

b6 -3,-7
b7C -3,-7
b7D -1

[REDACTED] INFORMED [REDACTED] RECOGNIZED THE LANGUAGE BECAUSE

~~SECRET~~

S

1359980-121

PAGE FOUR DE NY 9157 S E C R E T SECTION 2 OF 2

AT NEW YORK, NEW YORK.

[REDACTED] IN QUESTION AND [REDACTED]

b7D -1

[REDACTED] WILL BE FORWARDED TO BUREAU

HEADQUARTERS BY SEPARATE COVER.

C BY G-3, DECL: ON GADR.

BT

#9157

RHNS

~~SECRET~~

1359980-126

~~SECRET~~

1.100.24 (#0750)

TEXT: VZCZ8NYC157

PE 12

DL NY #3157 2973320

ZNY S0556

(S) A-232345Z OCT 37

TO FBI NEW YORK [REDACTED]

(F) (I-20)

b1 -1

TO DIRECTOR FBI PRIORITY

BT

~~SECRET SECTION 2 OF 2~~

HAVING MADE A PURCHASE IN THE BUILDING AND THAT AS FAR AS [REDACTED] KNOWN

ALL [REDACTED] ASIAN PURCHASERS WERE JAPANESE. [REDACTED]

POINTED OUT, HOWEVER, THAT AS MOST THE PROPERTY IN THE BUILDING
WAS PURCHASED THROUGH CORPORATIONS, [REDACTED]

b6 -7
b7C -7
b7D -1

IN VIEW OF THE ABOVE [REDACTED] IS REFUSING TO
PUBLICLY CONFIRM OR DENY THE INFORMATION [REDACTED] AND DOES NOT
INTEND TO ISSUE A PRESS RELEASE ON THE MATTER. [REDACTED] ADVISED
THAT IN THE EVENT [REDACTED] ATTEMPTED TO PURCHASE
A CONDOMINIUM IN THE BUILDING [REDACTED] WOULD CONTACT THE FBI.

b6 -7
b7C -7
b7D -1

~~SECRET~~

1359980-123

PAGE TWO DE NY 3157 S E C R E T SECTION 2 OF 2

ON THURSDAY, OCTOBER 22, 1987 AT 9:30 A.M., AGENTS OF THE NYC

INTERVIEWED [REDACTED]

b6 -7
b7C -7
b7D -1

[REDACTED] WHO ADVISED THE

FOLLOWING:

[REDACTED] ADVISED THAT [REDACTED] WAS REPRESENTING [REDACTED]
IN THE PURCHASE OF CONDOMINIUMS [REDACTED]

[REDACTED] HAS PURCHASED [REDACTED] APARTMENTS IN THE BUILDING. [REDACTED]

b6 -3,-7
b7C -3,-7
b7D -1

[REDACTED] THOUGHT THERE MIGHT BE ONLY [REDACTED] APARTMENTS ON THE [REDACTED]
FLOR. [REDACTED] HAD PURCHASED THE APARTMENTS FOR HIMSELF AND HIS

[REDACTED] AND [REDACTED] DOES NOT FEEL THAT HE IS ANYWAY INVOLVED
WITH THE SOUTH KOREANS. WHEN [REDACTED] CALLED THE [REDACTED]

[REDACTED] IN JAPAN THEY WERE INFORMED THAT THE SOUTH KOREANS HAD
ALREADY CALLED [REDACTED] IN [REDACTED] AND [REDACTED]
DID NOT WANT TO BECOME INVOLVED WITH THE SOUTH KOREANS OR IN ANY WAY
COMMENT ON THE [REDACTED]

~~SECRET~~

1359980-124

~~FACE THREE DD NY 5157 S E R E T SECTION 2 OF 2~~

STATED THAT HE WAS TOTALLY UNAWARE OF ANY PURCHASES BY ANY SOUTH KOREANS IN THE BUILDING. [REDACTED] DID POINT OUT THAT ON [REDACTED]

[REDACTED] THERE WAS [REDACTED]

WHICH STATED [REDACTED]

[REDACTED] THREE BEDROOM UNITS.) SOLD BY [REDACTED]

TO A [REDACTED] FOR [REDACTED] DOLLARS." ACCORDING TO [REDACTED]

[REDACTED] OF A COMPANY. [REDACTED] THINKS

THAT IS WHERE [REDACTED] CAME UP WITH THE [REDACTED] FLOOR APARTMENT

WITH [REDACTED] BEDROOMS. [REDACTED] COULD PROVIDE NO FURTHER INFORMATION

CONCERNING THE [REDACTED] ALSO STATED THAT HE DID NOT KNOW

[REDACTED] BUT THAT HE WAS NOT FAMILIAR WITH MOST OF THE

JAPANESE INDIVIDUALS ASSOCIATED WITH [REDACTED]

IT SHOULD BE NOTED THAT [REDACTED] DENIED KNOWING ANY

b6 -3,-7

b7C -3,-7

b7D -1

LEAD

NEW YORK DIVISION

~~SECRET~~

1359980-125

PAGE SIX DE NY C156 S E C R E T SECTION 1 OF 2

[REDACTED] INFORMED [REDACTED]
THAT [REDACTED] STORY WAS INACCURATE [REDACTED] INDICATED [REDACTED] INTENDED TO
STAND BY IT. [REDACTED] INFORMED THE INTERVIEWING AGENTS THAT [REDACTED]

[REDACTED] HAD AT ONE TIME [REDACTED]

b6 -3,-7
b7C -3,-7
b7D -1

[REDACTED] APPARENTLY ALSO [REDACTED]

[REDACTED] AND DUE TO HIS INACCURATE [REDACTED]

WAS FORCED TO [REDACTED] FOR THE FIRST TIME IN
HISTORY. [REDACTED] THINKS THAT [REDACTED] TOOK [REDACTED]

COMMENT ABOUT THE INDIVIDUAL'S CALL CONCERNING AN ASIAN PRESIDENT
AND THE FACT THAT THERE WAS SOMEONE IN THE LOBBY OF THE [REDACTED]
CONDOMINIUM SPEAKING KOREAN, PUT TWO AND TWO TOGETHER AND CAME UP
WITH THREE.

[REDACTED] STATED THAT THE [REDACTED] ORGANIZATION WOULD NOT
PROVIDE THE NAMES OF INDIVIDUALS WHO HAD PURCHASED CONDOMINIUMS IN
[REDACTED]

b6 -7
b7C -7
b7D -1

[REDACTED] DID, HOWEVER, SAY THAT NO ASIAN HAD PURCHASED AN ENTIRE
FLOOR IN THE BUILDING AND AT THE PRESENT TIME THE CONDOMINIUMS WERE
STILL UNDER RENOVATION AND NO ONE WAS LIVING IN THE BUILDING. [REDACTED]

[REDACTED] STATED THAT [REDACTED] WAS SPECIFICALLY UNAWARE OF ANY KOREAN

SI

#C156

~~SECRET~~

REF ID: A6511

1359980-122

alleging that he violated a contract agreement with respect to JONES and his story regarding the TRUMP's. It indicates that JONES agreed to appear in a segment called CELEBRITY NEWS where he was to discuss matters concerning the TRUMP's, to include identifying DONALD TRUMP as a adulterer and MARLA MAPLES as a homewrecker. The article states that JONES filed suit when he learned that RIVERA featured the segment in the presence of the TRUMP's in February of 1995, which he argues is a violation of a contractual agreement.

A Boston Herald article dated 5/15/96 discusses the arrest of JONES on 10/15/95 for faxing nude photographs of MAPLES to the Plaza Hotel.

A Newsday article dated 5/15/96 indicates that JONES was sentenced to one and one half to four and one half years in prison. The article also identifies ANTHONY MOROSCO as JONES' attorney.

166E-NY-258780

On 6/21/96 the following investigation was conducted by
SA [REDACTED]

b6 -1
b7C -1

SA [REDACTED] generated a Nexis/Lexis search from the NYO operations center referencing the subjects in this investigation. The results of the search were reviewed during the period 6/21/96 and 6/24/96 with the below listed results.

A Newsday article dated 3/28/93 discussing various security measures in the wake of the World Trade Center bombing identified MATTHEW CALAMARI as the TRUMP TOWERS SECURITY DIRECTOR.

A Newsday article dated 2/14/94 discusses the ongoing CHUCK JONES trial and jury deliberations. The article indicates that TRUMP was angry over nude photographs JONES had of MARLA MAPLES which JONES has stated are missing. It also identifies MATTHEW CALAMARI as VICE PRESIDENT OF CORPORATE SECURITY for the TRUMP ORGANIZATION and indicates that he testified that he got JONES to voluntarily consent to a search of his Manhattan office after he showed him video tapes of a hidden camera in MAPLES' apartment. The article further indicates that DOMENIC PEZZO, the Director of Security at Trump Plaza, sent a messenger to 56th. street and 5th ave where contact was made with police officers BRIAN HIGGINS and ROBERT GIANETTA who responded to PEZZO's office. They reportedly were at the office for one half hour when PEZZO received a telephone call from CALAMARI who told him that JONES had a gun in the safe. The officers then responded to JONES' office. This same article indicates that JONES testified that MAPLES had brought singer MICHAEL BOLTEN back to her room following TRUMPS departure from a west coast trip.

A San Francisco Chronicle article dated 2/21/94 identified MATTHEW CALAMARI as DONALD TRUMP's chief bodyguard.

A Chicago Tribune article dated 10/2/94 which discusses that New York Plaza Hotel identifies DOMENIC PEZZO as the Executive Director of Security at the hotel.

A New York Daily News article dated 12/8/95 discusses a lawsuit filed by the wife of the former Superintendent at the Trump Towers, ROBERT BAJRUSHI, alleging that she was falsely imprisoned by MATTHEW CALAMARI and DOMENIC PEZZO when she went to retrieve her husbands personal belongings.

A New York Newsday article dated 1/13/96 discussed a lawsuit filed by CHUCK JONES against talk show host GERALDO RIVERA

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 1
Page 1 ~ Duplicate;

XXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXX

Memorandum



To : ACTING SAC, NEWARK [redacted] (ACRA)

Date 3/29/90

b7E -1

From : SA [redacted]

b6 -1
b7C -1

Subject: TRUMP INC.
INFORMATION CONCERNING

Attached are the following:

1. 1 copy of a DEP Permit dated 12/20/84.
2. 1 copy of a letter to ATLANTIC COUNTY TRANSPORTATION AUTHORITY dated 3/14/90.
3. 1 copy of an article from Atlantic City Press dated 3/29/90.

On 3/29/90, [redacted] (Protect Identity),
[redacted] met with the writer and SSRA
[redacted] regarding allegations of [redacted]
[redacted]

b6 -1,-7
b7C -1,-7
b7D -2

b6 -7
b7C -7
b7D -2

[Redacted area]

1-Newark
JBD klm
(1)

194B-NK-64485-27

SEARCHED	INDEXED
SERIALIZED	FILED
MAR 29 1990	
FBI - NEWARK	

JBD
PAW

1359980-72

FROM: MC GAHN FRISS MILLER

TO:

6093432202

MAR 28, 1990 2:22PM #775 P.02

Michael D. Miller
& Associates

Environmental
Planning

19 Gordon's Alley
Atlantic City, N.J. 08401
(609) 347-9379

March 28, 1990

[redacted]
Trump Taj Mahal Associates
Post Office Box 208
Atlantic City, NJ 08404

b6 -3
b7C -3

Re: Huron Avenue Parking Lot

b6 -3
b7C -3

Dear [redacted]

I just received a call from [redacted] concerning the CAFRA permit for the Huron Avenue parking lot. I understand from [redacted] that the final draft permit conditions were distributed to the agencies who opposed the project at the CAFRA hearing. [redacted] informed me that the Atlantic County Freeholders do not agree with the new draft conditions and have "appealed" the decision.

b6 -3
b7C -3

[redacted] has not seen the appeal and does not know the details, but until this is resolved, he does not think we will be able to occupy the lot. He also stated that we are in violation, since we have constructed the lot without the permit.

Please call me after you have had a chance to review this.

[redacted]
b6 -3
b7C -3

Freeholders seek probe of Taj permit

State restrictions eased to allow employee parking lot opening

By KATHLEEN CANNON
Staff Writer

ATLANTIC CITY — The Atlantic County freeholders have asked for an investigation into whether the Trump organization somehow skirted the requirements for traffic improvements in the area around its 1,300-spot employee parking lot on Huron Avenue.

The officials say they are suspicious because state conditions put on the development of the lot, built to accommodate Taj Mahal Casino Resort employees, were recently downgraded to, in essence, ease the way for the lot's opening.

Donald Trump's newest hotel casino is due to open its doors April 5. The Casino Control Commission will hold a hearing for its final licensure today.

The freeholders, in a resolution prepared Wednesday, asked the commissioners to investigate the circumstances surrounding the parking-lot permitting that "appear to be extremely accommodating to the Trump Project while abysmally ignorant of the concerns to the residents of Brigantine Island," according to a letter by Board Chairman John F. Gaffney and Vice Chairman Andrew A. Solari.

One of the conditions attached to the original state permit allowing the parking lot to be built calls for the construction of traffic improvements such as extra

turning lanes and additional signals at the Route 30/Huron Avenue/Dr. Martin Luther King Jr. Boulevard intersection. The project is intended to allow for smoother traffic flow into the lot and onto Huron Avenue leading into Brigantine.

The original permit issued in December called for the improvements to be built before the parking lot could be used. But according to the permit modifications, outlined in a March 14 letter from the Division of Coastal Resources of the state Department of Environmental Protection, the parking lot can be opened before the improvements are constructed.

This has angered some Brigantine residents, including Solari. They complain that without the improvements, the additional traffic generated by the new parking lot will cause even more congestion on the Atlantic City roads leading to the lone access onto their island.

Solari asked the freeholder board Tuesday to call for the investigation.

"There's enough questions that somebody should be looking into any shenanigans and what looks like a deal between the DEP and Trump," Solari said. "Somebody's got to make DEP accountable. The DEP can't get away with it."

"It's almost like Trump wrote

□ See Parking, Page C4

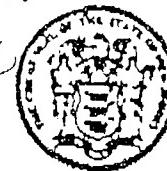
DEC 21 '89 11:01 DEF 501 STATE ST.

Long Protection Seal



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
CN 402
Trenton, N.J. 08625

P.2
Ray Dabhol
Atticay



PERMIT

The New Jersey Department of Environmental Protection grants this permit in accordance with your application, attachments accompanying same application, and applicable laws and regulations. This permit is also subject to the further conditions and stipulations enumerated in the supporting documents which are agreed to by the permittee upon acceptance of the permit.

Permit No.	Issue Date	Effective Date	Expiration Date
9-1127-5	DEC 20 1989	DEC 20 1989	DEC 20 1994

Name and Address of Applicant	Location of Activity/Facility	Name and Address of Owner
Trump Taj Mahal Associates 135 North New Road Bsecon, New Jersey 08201	Block RP-17, Lot 1.03 Huron Avenue Atlantic City, Atlantic Co.	Same as applicant

Issuing Division	Type of Permit	Statute(s)	Application No.
Coastal Resources	CAFRA	NJSA 13:19-1	89-1127-5

This permit grants permission to:

Construct a 1,332 space interim parking lot on a 11.12 acres tract off of Huron Avenue for the Taj Mahal Hotel Casino.

The permittee shall allow a authorized Division representative the right to inspect construction pursuant to N.J.A.C. 7:7E-1.5(b)4.

This permit is authorized under and in compliance with Coastal Resource and Development Policies for: (See attached Summary Report December 1989).

This permit is issued subject to and provided the following conditions can be met to the satisfaction of the Division of Coastal Resources: All conditions must be met prior to construction unless otherwise specified.

Prior to Commencement of Construction:

1. The applicant shall not be permitted to enter into a lease for employee intercept parking on the permitted site for more than two years from the date of the issuance of this CAFRA permit.
2. A plan to enforce the following routing schedule recommended by NJDOT must be submitted for review and approval from the Division: Trump Organization employees inbound on Route 30 must access the intercept site by taking eastbound Route 30 to northbound South Carolina Avenue, northbound South Carolina Boulevard to Brigantine Boulevard, northbound on Brigantine Boulevard to North Carolina Avenue, northbound on North Carolina Avenue to site.
3. Interim use of this site for an employee intercept lot is conditional upon the applicant making the following improvements to the Huron Avenue (Route 87), Illinois Avenue and Route 30 intersection: Final approval of all roadway improvements by NJDOT must be received by the Division to satisfy this condition.

Approved by the Department of Environmental Protection

DEC 21 '89 11:02 DEP 501 E STATE ST.

P.3

Page 2 of 4
Trump - Taj Mahal

- a) Provide two southbound through lanes on Huron Avenue.
 - b) Modify the directional islands on the south side of Route 30 to provide for enough width so that MCI buses traveling side by side can negotiate the move from Route 87 to Illinois Avenue without encroaching on the adjacent lane.
 - c) Provide the proper turning radius (50 foot) to accommodate MCI buses turning from the westbound Route 30 jughandle onto Huron Avenue shoulder lane without encroaching upon the median lane.
 - d) Provide two lanes from southbound Huron Avenue onto westbound Route 30.
 - e) Create a third lane, 430 feet in length, for southbound Huron Avenue to allow the move to Route 30 westbound to operate independently of the remainder of southbound Huron Avenue.
 - f) Provide a free flowing right turn from eastbound Route 30 to southbound Illinois Avenue. A third lane must be introduced on southbound Illinois Avenue to accommodate the right turn move from Route 30. The additional lane will necessitate the removal of on street parking. The applicant must secure approval from the City or provide the additional lane while maintaining the parking.
 - g) Design and install demand actuated signal timing for the Route 30 Huron Avenue/Illinois Avenue intersection.
 - h) Develop and implement a revised bus shuttle circulation plan as permitted by ACTA, to improve the operation of the Route 30/Huron Avenue/Illinois Avenue intersection.
4. In order to assure that this site is used for no more than two years, the applicant shall file quarterly reports with the DEP during the two year term indicating the status of its efforts to lease or purchase an appropriate off-island site; provided that if the applicant is unable to obtain such a site within one year after the issuance of this CAFRA permit, then DEP may identify an appropriate site.
5. No other casinos are permitted to locate parking on the site. The applicant shall not use the site for any purpose other than employee intercept parking.

DEC 21 '98 11:02 DEP 50 STATE ST.

P.4

Page 3 of 4

Trump - Taj Mahal

6. The Applicant shall be required to obtain all required approvals and abide by all appropriate operating conditions placed upon its occupancy by Atlantic City, ACTA, DEP, the New Jersey Department of Transportation, and any other governmental agencies having jurisdiction, and to make all necessary and specified site improvements prior to its occupancy of the site. All NJDOT, ACTA and Atlantic City permit approvals must be obtained for the vehicular shuttle bus circulation plan, and the intersection design and improvements must be implemented prior to operation of the intercept facility.
7. In order to insure compliance with the terms and conditions of this CAFRA permit, including vacating the site at the termination of this permit, the applicant shall be required to post a \$6 million surety bond for the benefit of DEP.
8. Since the applicant's CAFRA permit for casino occupancy of Taj Mahal contains requirements with respect to employee intercept parking, and this CAFRA permit for temporary parking is being relied upon in satisfaction of some of those terms, any failure to comply with the terms of this CAFRA permit shall be grounds for revocation of the CAFRA permit for casino occupancy.
9. The applicant must secure a landfill disruption permit from the Division of Solid Waste Management.

During construction

10. Secure an approved soil conservation and erosion sediment control plan from the Cape Atlantic Soil Conservation District.
11. Provide through this Division the following information which will accompany this decision:
 - a) The applicant must plan, implement and maintain a traffic management program to reduce Vehicle Miles Traveled (VMT) to and from this project. The plan for this program is to be developed and submitted to NJDEP for review and approval within 90 days of the date of permit issuance. The plan shall address, but not be limited to, the elements listed in Attachment 1. Performance goals shall be set, and annual progress reports of the status of planning, implementation, and maintenance of all VMT management shall be submitted to NJDEP.
 - b) Resubmission of the carbon monoxide modeling for affected intersections using the EPA-approved CALINE 3.

DEC 21 '89 11:03 DEP 581 E. RATE ST.

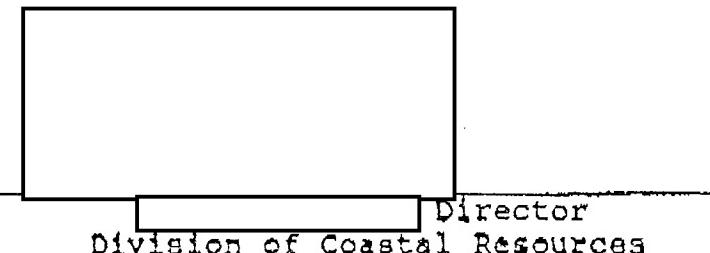
P.5

Page 4 of 4
Trump - Taj Mahal

- c) Supplemental traffic impact information detailing the expected shuttle buses daily arrival and departure volumes from the intercept lot.

2.20/89

DATE



b6 -3
b7C -3

Let's protect our earth



b6 -3
b7C -3

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
TRENTON

DIVISION OF COASTAL RESOURCES

March 14, 1990

PLEASE ADDRESS REPLY TO:
CN 401
TRENTON, N.J. 08625

[Redacted]
Atlantic City Transportation Authority
1625 Atlantic Avenue
4th Floor
Atlantic City, NJ 08401

b6 -3
b7C -3

RE: Notification of Appeal Settlement
Taj Mahal Interim Employee Parking Lot
CAFRA permit 89-1127-5
Huron Avenue, Atlantic City

Dear [Redacted]:

I write to inform you of this Division's minor modification of the above issued CAFRA permit. This modification will settle an appeal filed by the Trump Taj Mahal Associates, Limited Partnership.

Since you or your agency had participated at the CAFRA public hearing held on August 21, 1989 or submitted written comments on the original application, I wanted to be sure you were made aware of this modification described in the enclosed letter.

If you wish to appeal the terms of this modification, a written response clearly explaining the basis of your contention must be filed with the Commissioner, Department of Environmental Protection within ten (10) days of your receipt of this notice.



Director

attachment



b6 -3
b7C -3

1359980-79



JOHN F. GAFFNEY
CHAIRMAN

Atlantic County
Board of Chosen Freeholders

Refer to: JFG/67/90

March 28, 1990

Stillwater Building
201 Shore Road
Northfield, New Jersey 08225
609-643-7700

Casino Control Commission
Tennessee Ave. & Boardwalk
Atlantic City, NJ 08401

Dear Madam Chairman:

We believe it is imperative to bring to your attention a matter dealing with the Trump Taj Mahal. As you will note from the attached resolution, the Board of Freeholders on Tuesday, March 27, passed a resolution calling for an appeal of the Trump's employee parking lot modifications and a subsequent investigation by an appropriate agency into some apparent inconsistencies or irregularities regarding the construction and permitting of this parking lot.

Both Freeholder [redacted] and I are cognizant of the impact of any delays on the opening of the Trump Taj Mahal Casino, but we must weigh those considerations against the fact that this temporary parking lot may create severe hardships on the entire population of the City of Brigantine.

As we are sure you are aware, the traffic congestion in the Huron Avenue Marina Corridor can literally choke off the Island residents from the rest of Atlantic County. It is for these reasons that we would request the Casino Control Commission inquire and investigate the manner in which the Taj's temporary employee parking lot was permitted and subsequently modified to what appears to be extremely accommodating to the Trump Project while abysmally ignorant of the concerns of the residents of Brigantine Island.

We and the residents of Brigantine Island are anxiously awaiting your reply.

Sincerely,

[redacted]
Chairman

[redacted]
Vice Chairman

cb
Enclosure

b6 -3
b7C -3

b6 -3
b7C -3

b6 -3
b7C -3

1359980-80



State of New Jersey
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 TRENTON

DIVISION OF COASTAL RESOURCES

March 13, 1990

PLEASE ADDRESS REPLY TO:

CN 401

TRENTON, N.J. 08625

b6 -3

b7C -3

Hannoch Weisman
 50 West State Street
 Suite 1400
 Trenton, NJ 08607-1298

RE: Minor Modification and Settlement of Appeal
 CAFRA Permit #89-1127-S
 Interim Employee Park Lot (Taj Mahal)
 Huron Avenue
 Atlantic City, Atlantic County

Dear [redacted]

Based upon a series of written proposals to this Division dating from January 22, 1990 in which you, on behalf of Trump Taj Mahal, applied to modify CAFRA permit 89-1127-S, and the Division receipt of an appeal also filed by the Trump Organization dated December 28, 1989, I have decided to now issue a minor modification to the original permit and simultaneously settle the pending appeal pursuant to the Coastal Permit Program Regulations (N.J.A.C. 7:7-5.4). Procedurally, notice of this settlement will be published within the DEP Bulletin and this revised language will be distributed to any interested third party who commented on the original application. Any aggrieved party will have ten days from publication in the DEP Bulletin to appeal approval of this modification to DEP Commissioner Yaskin.

I have concluded that the modifications approved in this letter are consistent with the intent of the original decision to insure that the site is used for parking only for a short interim period. CAFRA Permit 89-1127-S is now modified as described below.

CONDITION NUMBER ONEOriginal Language

"The applicant shall not be permitted to enter into a lease for employee intercept parking on the permitted site for more than two years from the date of the issuance of this CAFRA permit."

Page 2 of 6

Taj Mahal Interim Employee Parking Lot

[Redacted]

b6 -3
b7C -3

Modified Language

This condition is modified as follows: "Use of the site is authorized for two years from the date of occupancy provided that, prior to occupancy, the applicant provides the Division with a copy of an executed lease with the City of Atlantic City which contains the following language;

"The City and the tenant acknowledge that the use of the property as a parking lot is approved for a period of two years and that any use beyond this time can occur only with the explicit prior approval of the DEP. Furthermore, the City and the tenant acknowledge that the DEP has expressed its strong desire to see this parking located on an off-island intercept site within two years."

CONDITION NUMBER TWO

Original Language

"A plan to enforce the following routing schedule recommended by NJDOT must be submitted for review and approval from the Division: Trump Organization employees inbound on Route 30 must access the intercept site by taking eastbound Route 30 to northbound South Carolina Boulevard to Brigantine Boulevard, to North Carolina Avenue, northbound to North Carolina Avenue to site."

Modified Language

This condition remains unchanged.

CONDITION NUMBER THREE

Original Language

"Interim use of this site for an employee, intercept lot is conditional upon the applicant making the following improvements to the Huron Avenue (Route 87), Illinois Avenue and Route 30 intersection items A-H. Final approval of all roadway improvements by NJDOT must be received by the Division to satisfy this condition."

Items A to G pertain to specific upgrades in routing and expansion of capacity levels.

Page 3 of 6

Taj Mahal Interim Employee Parking Lot

[redacted]
b6 -3
b7C -3

Item H states "develop and implement a revised bus shuttle circulation plan as permitted by ACTA and to improve the operation of the Route 30/Huron Avenue/Illinois Avenue intersection."

Modified Language

The condition is modified to read:

"The applicant is permitted to use the interim parking lot, but must immediately commence construction of all NJDOT required road improvements (as listed below) in a phased timeframe acceptable to NJDOT."

There is no change in items A through G.

h) Develop and implement a revised bus shuttle circulation plan as permitted by ACTA.



CONDITION NUMBER FOUR

Original Language

"In order to assure that this site is used for no more than two years, the applicant shall file quarterly reports with the DEP during the two year term indicating the status of its priority to lease or purchase an appropriate off-island site provided that if the applicant is unable to obtain such a site within one year after the issuance of this CAFRA permit, then DEP may identify an appropriate site."

Modified Language

This condition is modified to read:

"In order to assure that this site is used for no more than two years, the applicant shall file quarterly reports with the DEP during the two year period indicating the status of its efforts to lease or purchase an off island site that would be consistent with the coastal policies."

Page 4 of 6

Taj Mahal Interim Employee Parking Lot

[Redacted]

b6 -3
b7C -3

CONDITION NUMBER FIVE

Original Language

"No other casinos are permitted to locate parking on the site. The applicant shall not use the site for any purpose other than employee intercept parking."

Modified Language

This condition is deleted.

CONDITION NUMBER SIX

Original Language

"The Applicant shall be required to obtain all required to obtain all required approvals and abide by all appropriate operating conditions placed upon its occupancy by Atlantic City, ACTA, DEP, the New Jersey Department of Transportation, and any other governmental agencies having jurisdiction, and to make all necessary and specified site improvements prior to its occupancy of the site. All NJDOT, ACTA and Atlantic City permit approvals must be obtained for the vehicular shuttle bus circulation plan, and the intersection design and improvements must be implemented prior to operation of the intercept facility."

Modified Language

This condition remains unchanged except for the concluding sentence, which is modified to read: "All NJDOT, ACTA and Atlantic City permit approvals must be obtained for the vehicular shuttle bus circulation plan and the intersection design and improvements must be implemented in a schedule approved by those agencies.

CONDITION NUMBER SEVEN

Original Language

"In order to insure compliance with the terms and conditions of this CAFRA permit, including vacating the site at the termination of this permit, the applicant shall be required to post a \$6 million surety bond for the benefit of DEP."

Page 5 of 6

Taj Mahal Interim Employee Parking Lot

[Redacted]

b6 -3
b7C -3

Modified Language

This condition is modified to read:

"In the event the City lease language specified in Condition One is not formally adopted by the City and applicant prior to occupancy, the applicant will then be required to post a \$6 million dollar security bond to ensure timely vacancy of the site to the Division's satisfaction."

X CONDITION NUMBER EIGHT

Original Language

"Since the applicant's CAFRA permit for casino occupancy of Taj Mahal contains requirements with respect to employee intercept parking, and this CAFRA permit for temporary parking is being relied upon in satisfaction of some of those terms, any failure to comply with the terms of this CAFRA permit shall be grounds for revocation of the CAFRA permit for casino occupancy."

Modified Language

This condition is deleted.

CONDITION NUMBER NINE

Original Language

"The applicant must secure a landfill disruption permit from the Division of Solid Waste Management."

Modified Language

This condition has been met as the landfill disruption permit has been received by the applicant.

CONDITION NUMBER TEN

Original Language

"Secure an approved soil conservation and erosion sediment control plan from the Cape Atlantic Soil Conservation District."

Page 6 of 6
Tai Mahal Interim Employee Parking Lot
[redacted]

b6 -3
b7C -3

Modified Language

This condition remains unchanged.

CONDITION NUMBER ELEVEN

Original Language

This condition requested specific transportation and air quality related information.

Modified Language

This condition is considered met since the information was previously provided.

Construction of this project may commence as soon as the Division receives a written confirmation from the Trump Organization accepting the terms of this permit with conditions as modified by this letter and withdrawing their appeal of the permit. If you or anyone else is aggrieved by this decision an appeal may be filed to the Commissioner of the Department of Environmental Protection within 10 days of the publication of this decision in the DEP Bulletin or in a newspaper whose circulation includes the municipality in which the project is located.

If you have any questions regarding this matter, please contact me at (609) 292-2795.



b6 -3
b7C -3

c:

[redacted]
Atlantic County Transportation Authority
[redacted]



County of Atlantic, New Jersey



Resolution No. 225

Approved as to Form and Legality

Submitted By:

b6 -3
b7C -3

Freeholder

Freeholder Co-Sponsor

RE: CAFRA PERMIT 89-1127-5

WHEREAS, the Department of Environmental Protection issued CAFRA Permit 89-1127-5 to Trump Taj Mahal Associates on December 20, 1989, for the construction of a 1,332 space interim parking lot adjacent to Huron Avenue in Atlantic City, New Jersey, subject to conditions that would have helped traffic flow in the Brigantine-Atlantic City area by requiring road improvements to Huron Avenue, thus significantly contributing to the health and safety of the residents of Brigantine Island; and

WHEREAS, the original permit required the aforesaid road improvements to be completed prior to commencement of construction of said interim parking lot; and

WHEREAS, Trump Taj Mahal Associates evidently appealed the terms of said permit, with no notice of said appeal having been sent to any party in interest who appeared at the public hearing held on the application on August 21, 1989; and

WHEREAS, the modifications made to the permit allow the use of the interim parking lot prior to any road upgrades; and

WHEREAS, as a result of the granting of permission to use said interim lot prior to the upgrading of roads, not only will prior problems relating to traffic flow and quantity not be alleviated, but

1. [Redacted] Clerk of the Board of Chosen Freeholders of the County of Atlantic, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held

on the _____ day of _____ 19____

Adopted:
County of Atlantic

Signed, _____

Clerk of the Board

b6 -3
b7C -3

b6 -3
b7C -3

1359980-87

RCV BY:XEROX TELECOPIER 7010 1-28-90 3:22PM ; 64 9314 6093432202;# 3
SEAT BY:A 1-3-28-90 3:21PM ; 645 9314 6093432202;# 3

Resolution _____ No. _____

they will also be greatly exacerbated by the increased traffic that several shifts of workers will create in utilizing the interim parking lot; and

WHEREAS, the amendment and deletion of other conditions in the original permit are not in the public interest and to do nothing to alleviate congested conditions in the area, which conditions can have potentially catastrophic consequences; and

WHEREAS, it would appear that no public entities were given the opportunity to oppose the appeal of Trump Taj Mahal Associates.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF ATLANTIC COUNTY that this Board urges the Executive Branch of the Atlantic County Government to file a formal appeal of the modification of CAFRA Permit 89-1127-5.

BE IT FURTHER RESOLVED that this Board urges an investigation of the modification of the CAFRA permit of December 20, 1989, be conducted by any and all agencies, departments, boards, and investigative bodies (including the Attorney General's Office) having any jurisdiction over the actions of the Department of Environmental Protection, and, if necessary, that the New Jersey Legislature conduct relevant hearings.

BE IT FURTHER RESOLVED that copies of this Resolution be sent to Governor James Florio, State Senator William Gormley, State Assemblywoman Dolores Cooper, State Assemblyman Fred Scerni, the Casino Control Commission, the governing bodies of the City of Brigantine and the City of Atlantic City; Director of CHFRRA & Commissioner of DEP.

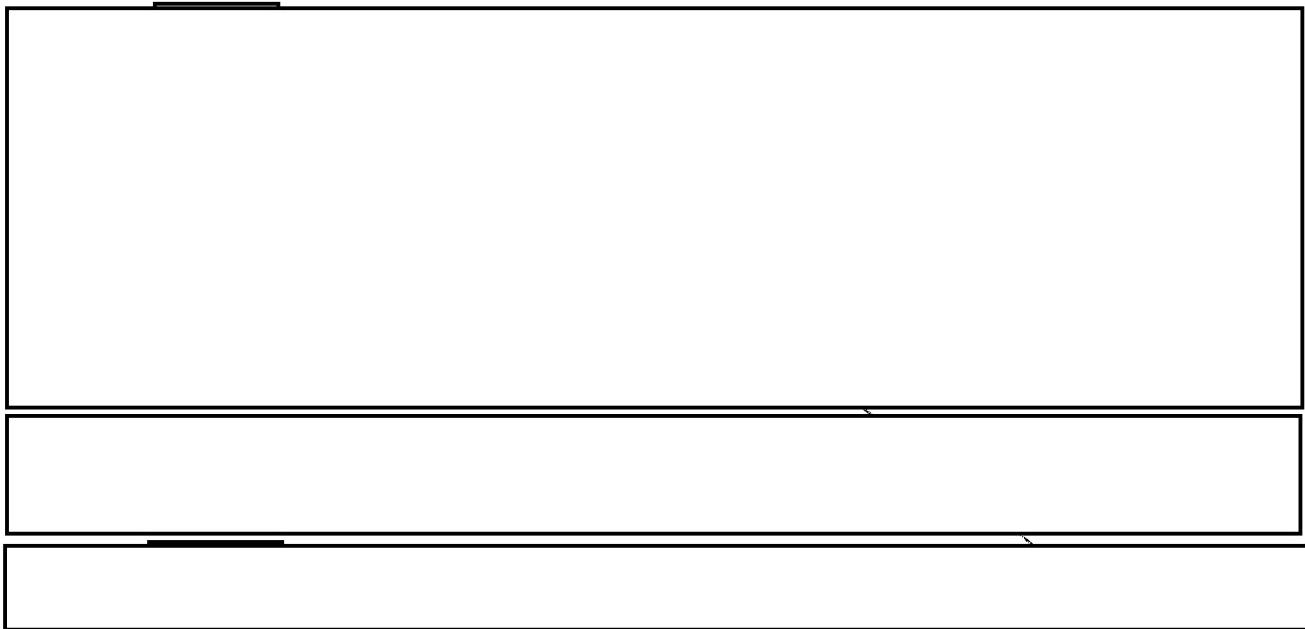
ADOPTED: MARCH 27, 1990

COUNTY OF ATLANTIC

Newark [redacted]

b7E -1

b6 -3,-7
b7C -3,-7
b7D -2

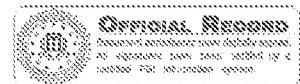


b6 -3,-7
b7C -3,-7
b7D -2

2*

1359980-73

UNCLASSIFIED



FEDERAL BUREAU OF INVESTIGATION

Complaint Form

Title: (U) Publishers Clearing House Scam

Date: 06/10/2014

CC: [REDACTED]

b6 -1
b7C -1
b7E -1

Approved By: SSA [REDACTED]

Drafted By: [REDACTED]

Case ID #: [REDACTED]

Complaint Synopsis: (U) Advance fee scheme scam

Received On: 06/02/2014

Receipt Method: Telephone

Incident Type: Criminal Activity

Complaint Details:

[REDACTED] was contacted by [REDACTED] and [REDACTED] from the Donald Trump Organization, claiming she had won money in a lottery. She was told that she had to pay them money in order to get her winnings. She has sent \$23,000 to at least four different people and when she was told that she needed to send even more she told them she couldn't send them anymore money. The people she sent money to were:

b6 -2,-5
b7C -2,-5

[REDACTED] Bronx, NY 10467 b6 -2
b7C -2

[REDACTED] Lauderhill, Florida
33311

[REDACTED] Valleystream, NY, 11581

[REDACTED] Lauderhill,
Florida 33313

UNCLASSIFIED

1359980-64

UNCLASSIFIED

Title: (U) Publishers Clearing House Scam
Re: [REDACTED] 06/10/2014

b7E -1

b6 -2
b7C -2

Name/Biographical Information

Name: [REDACTED]

Minor? No

Has Diplomatic Status? No

Communication Account

Type: Telephone

Account: [REDACTED]

[REDACTED] (Reference, Person, U.S. Person? Unknown)

Name/Biographical Information

Name: [REDACTED]

Minor? No

Has Diplomatic Status? No

Communication Account

Type: Telephone

Account: [REDACTED]

b6 -2
b7C -2

♦♦

UNCLASSIFIED

UNCLASSIFIED

Title: (U) Publishers Clearing House Scam
Re: [REDACTED] 06/10/2014

b7E -1

Has Diplomatic Status? No

Location

Address: [REDACTED]

b6 -2

b7C -2

City: Lauderhill

State: FL

Zip Code: 33313

Country: United States

[REDACTED] (Reference, Person, U.S. Person? Unknown)

b6 -2

b7C -2

Name/Biographical Information

Name: [REDACTED]

Minor? No

Has Diplomatic Status? No

Location

Address: [REDACTED]

City: Lauderhill

State: FL

Zip Code: 33311

Country: United States

[REDACTED] (Reference, Person, U.S. Person? Unknown)

b6 -2

b7C -2

Name/Biographical Information

Name: [REDACTED]

Minor? No

Has Diplomatic Status? No

Location

Address: [REDACTED]

City: Bronx

State: NY

Zip Code: 10467

Country: United States

Donald Trump Organization (Reference, Organization, U.S. Person?
Unknown)

UNCLASSIFIED

UNCLASSIFIED

Title: (U) Publishers Clearing House Scam
Re: [REDACTED] 06/10/2014

b7E -1

The phone number [REDACTED] was called from is [REDACTED]. It is a [REDACTED] Jamaican phone number. When [REDACTED] called this number she was told it was for Publisher's Clearing House. [REDACTED] can be reached at [REDACTED]. This is a new phone number due to the harassing phone calls from these scammers.

b6 -2,-3,-5
b7C -2,-3,-5

Entities:

[REDACTED] (Complainant, Person, U.S. Person? Unknown)

b6 -5
b7C -5

Name/Biographical Information

Name: [REDACTED]

Minor? No

Has Diplomatic Status? No

Communication Account

Type: Telephone

Account: [REDACTED]

Association: Subscribes to

Publishers Clearing House (Reference, Organization, U.S. Person? Unknown)

b6 -2
b7C -2

Name/Biographical Information

Name: [REDACTED]

Minor? No

Has Diplomatic Status? No

Location

Address: [REDACTED]

City: Valleystream

State: NY

Zip Code: 11581

Country: United States

[REDACTED] (Reference, Person, U.S. Person? Unknown)

b6 -2
b7C -2

Name/Biographical Information

Name: [REDACTED]

Minor? No

UNCLASSIFIED

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 27

Page 1 ~ Duplicate;
Page 2 ~ Duplicate;
Page 3 ~ Duplicate;
Page 4 ~ Duplicate;
Page 5 ~ Duplicate;
Page 6 ~ Duplicate;
Page 7 ~ Duplicate;
Page 8 ~ Duplicate;
Page 9 ~ Duplicate;
Page 10 ~ Duplicate;
Page 11 ~ Duplicate;
Page 12 ~ Duplicate;
Page 13 ~ Duplicate;
Page 14 ~ Duplicate;
Page 15 ~ Duplicate;
Page 16 ~ Duplicate;
Page 17 ~ Duplicate;
Page 18 ~ Duplicate;
Page 19 ~ Duplicate;
Page 20 ~ Duplicate;
Page 21 ~ Duplicate;
Page 22 ~ Duplicate;
Page 23 ~ Duplicate;
Page 24 ~ Duplicate;
Page 25 ~ Duplicate;
Page 26 ~ Duplicate;
Page 27 ~ Duplicate;

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 2

Page 1 ~ Duplicate;
Page 2 ~ Duplicate;

XXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXX

Copr. (C) West 1994 No claim to orig. U.S. govt. works
Not Reported in F.Supp.
(Cite as: 1994 WL 592208 (S.D.N.Y.))

Joseph HARDY and Harvey L. Sherrod, individually and as a participant in the Local 95 Insurance Trust Fund and the Local 95 Pension Fund, and on behalf of all other persons who are, will be, or have at any time since January 1, 1980 been participants or beneficiaries in the Funds, similarly situated, Plaintiff,

v.

KASZYCKI & SONS CONTRACTORS, INC.; William Kaszycki; John Senyshyn; Trump-Equitable Fifth Avenue Company; Donald J. Trump; Donald J. Trump d/b/a The Trump Organization; and The Equitable Life Assurance Society of the United States, Defendant
No. 83 CIV 6346 (KTD).

United States District Court, S.D. New York.
Oct. 26, 1994.

Jay Goldberg, P.C., New York City, for Trump defendants; Judd Burstein, Karen A. Murphy, of counsel.

Steel, Bellman, Ritz and Clark, P.C., New York City; Wendy E. Sloan, Miriam F. Clark, Lewis M. Steel, of counsel.

MEMORANDUM & ORDER

KEVIN THOMAS DUFFY, District Judge.

*1 This case, hoary with age, has recently been transferred to my docket. In the files, I discovered cross-motions for summary judgment and for leave to amend the answer. In addition, defendants' move to strike plaintiff's jury demand. The summary judgment motions are in all respects denied as is the motion to amend the answer and to strike the jury demand. Questions of fact abound prohibiting the granting of summary judgment. See generally Fed.R.Civ.P. 56. The motion to amend the answer in this eleven year old case, if granted, would just start another round of fruitless discovery. There must be an end to all litigation; even Jarndyce v. Jarndyce ground down to a conclusion.

FACTS [FN1]

Sometime in late 1979 or early 1980, Trump-Equitable hired defendant William Kaszycki and his company, Kaszycki & Sons Contractors, Inc. (collectively the "Kaszycki Defendants"), to demolish the Bonwit Teller building in Manhattan. Diduck, 774 F.Supp. at 805. The building was demolished to make way for Trump Tower. Id. Kaszycki had never performed a total demolition before undertaking the Bonwit Teller job, id., and apparently formed the Kaszycki Corporation for this sole purpose. (Transcript of Trial (hereinafter "Tr.") at 594). Thereafter, the Kaszycki Corporation did not do any other total demolition jobs. (Tr. at 594).

Pursuant to an agreement that was signed on January 29, 1980, the Kaszycki Corporation was responsible for the labor, equipment and supplies required to demolish the building. Diduck, 774 F.Supp. at 805. The agreement also provided that the Kaszycki Corporation was responsible for the hiring, firing and supervision of its employees engaged in the demolition job. (Trump Defendants 3(g) Statement, P 2). The Kaszycki Corporation was to be paid \$775,000 for this work. Diduck, 774 F.Supp. at 805.

The Kaszycki Corporation employed Polish workers who were paid "off-the-books". Id. No records were kept, no taxes were withheld and the pay was not in accordance with the wage laws. Id. at 805-06. Based on these practices, Kaszycki was later found to have violated certain sections of the Fair Labor Standards Act. See Donovan v. Kaszycki, 599 F.Supp. 860, 864 (S.D.N.Y.1984). Donald Trump visited both the Bonwit Teller job and an adjoining job where he noted that the Polish workers were good workers. Diduck, 774 F.Supp. at 805.

In or around March of 1980, members of Local 95 started working on the site. Id. at 806. Although the Polish workers were told that they would be discharged, some continued to work until June, 1980. Id. At some point, the Kaszycki Corporation and Local 95 entered into a collective bargaining agreement ("CBA") that covered the period from July 1, 1978 to June 30, 1981. Id. at 809. The CBA required the Kaszycki Corporation to make payments to the Local 95 Insurance Fund at a rate of eight percent of the "total wages paid to workers covered" by the agreement. Id. at 810 (quoting from the CBA P 33). In addition, the CBA required contributions to the Local 95 Pension Fund at a rate of ten percent of the total wages paid to workers. Id. The Polish workers were doing work covered by the CBA, and thus contributions for that work were due to the Funds. Diduck, 774 F.2d at 274. Thomas Macari, the vice president of Trump-Equitable, was not told about the CBA until after it was signed. Diduck, 774 F.Supp. at 810.

*2 In March, 1980, John Senyshyn (FN2) was the president of Local 95, and consequently was a trustee of both Funds. Diduck, 774 F.2d at 274. Senyshyn and John Osijuk were shop stewards at the demolition site. Id. This position required them to prepare and file with Local 95 weekly reports listing all workers, hours worked and wages. Id. Local 95 would then compare these reports with the payroll reports submitted by the Kaszycki Corporation to insure that the proper contributions to the Funds were being made. Id. In the instant case, neither the Kaszycki Corporation's nor the shop stewards' reports indicated the presence of Polish workers at the demolition site. Id. Thus, contributions to the Funds for their work were not made. Id.

Macari was Trump-Equitable's manager responsible for the demolition of the building. Diduck, 774 F.Supp. at 808. On May 9, 1980, Macari took over control of the finances for the demolition job from Kaszycki. Id. at 809. A special bank account was opened for the Kaszycki Corporation that required Macari's signature for all checks and withdrawals. Id. The bank signature card falsely identified Macari as a vice president of Kaszycki Corporation. Id. This special account was established to insure that payments would be made to the union members, the Funds, taxes, insurance and sick payments. Id. After May 9, no Trump-Equitable payments for the demolition job were made directly to the Kaszycki Defendants; rather, these payments were only made into this special account. Id.

"After May 9, Macari saw to it that bills were paid, that the workers were paid, that work was done, and personally signed for deliveries. He actively participated in paying the union workers. Trump-Equitable paid the union workers' payroll and suppliers of materials for the demolition job from this special account. In addition Trump-Equitable paid bills for the demolition job directly, apart from the special account." Id. (citations omitted). Kaszycki testified at trial that Macari "was running the show. He was in charge of the--he was representing Mr. Trump." (Tr. at 654). Kaszycki also testified in a deposition that about midway through the demolition project "I lost control of paying. Trump Organization, they pay to everybody. They gave me no money and they were making the payroll." Diduck v. Kaszycki & Sons Contractors, Inc., 874 F.2d 912, 915 (2d Cir.1989).

When these payments were made, "Trump-Equitable sent the Funds receipts stating that it was making the payments 'On behalf of Kaszycki & Sons Contractors, Inc. The Funds treated the checks as payments from the Kaszycki Corporation--not from Trump-Equitable--in its records. Macari informed the Kaszycki Corporation about these payments and advised the company that Trump-Equitable would hold it responsible for them." Diduck, 874 F.2d at 915. No action was ever taken by Trump-Equitable against the Kaszycki Corporation, apparently because it was insolvent. In late June, 1980, Macari determined that the Polish workers were no longer needed, and they were let go. Diduck, 774 F.Supp. at 809.

PRIOR PROCEEDINGS

*3 This action was commenced in August, 1983. The complaint alleged various causes of action. Plaintiffs have been granted a default judgment against the Kaszycki Defendants. In 1984, in an unrelated action stemming from the same events that gave rise to this case, the Honorable John E. Sprizzo of this Court found that the Kaszycki Defendants had violated various provisions of the Fair Labor Standards Act. See Donovan v. Kaszycki & Sons Contractors, Inc., 599 F.Supp. 860 (S.D.N.Y.1984). Judge Sprizzo awarded the Polish workers a total of \$254,523.59 in unpaid wages and overtime compensation, and the same amount as liquidated damages. Id. at

872. In 1988, Judge Stewart granted the Trump Defendants motion for summary judgment on what is now Plaintiffs' first cause of action. The Second Circuit reversed this decision in 1989. Diduck, 874 F.2d at 912.

The following year, Judge Stewart again granted the Trump Defendants' motion for summary judgment on the first cause of action, holding that the Plaintiffs' failure to comply with Rule 23.1 of the Federal Rules of Civil Procedure was not excused. Diduck, 737 F.Supp. at 802. Judge Stewart also permitted the Plaintiffs to amend their complaint by adding the Trump Defendants to what is now their second cause of action. Id. at 807. Following the sixteen day non-jury trial, Judge Stewart found that defendant Senyshyn had breached his fiduciary duties, and that the Trump Defendants had participated in this breach and were therefore jointly and severally liable. *Diduck v. Kaszycki & Sons Contractors, Inc.*, 774 F.Supp. 802 (S.D.N.Y.1991). Judge Stewart ruled that \$325,415.84 in contributions to the Funds should have been made on behalf of the Polish workers. Id. at 814. Judge Stewart also specifically held that the Trump Defendants' liability was based on their participation in the fiduciary breach.

On appeal, the Second Circuit affirmed in part and reversed in part. As to the first cause of action, the Court held that the demand requirement of Rule 23.1 was excused because such a demand would have been futile. Diduck, 974 F.2d at 287. As a result, the first cause of action is currently before this Court. As to the second cause of action, the Court affirmed Judge Stewart's decision except as to the finding of damages. Id. at 279. The Court held that Senyshyn could not be liable for fund contributions owed for work done by the Polish workers before Local 95 arrived on the job. Id. at 277. In addition, the Court remanded to determine the causal connection between the breach of fiduciary duty and the Fund's losses. Id. at 279. Specifically, on remand the trial court was to determine whether Trump-Equitable--given that it had paid \$68,000--would have paid an additional \$325,000 in Fund contributions. Id. In January, 1994, the case was reassigned to this Court. On March 9, 1994, the instant motions were fully submitted.

DISCUSSION

Summary Judgment

*4 Summary judgment shall be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed.R.Civ.P. 56(c). The moving party bears the initial burden of showing the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). In determining whether any material facts are in dispute, I must draw all inferences in favor of the non-moving

FN4. Section 515 provides: Every employer who is obligated to make contributions to a multiemployer plan under the terms of the plan or under the terms of a collectively bargained agreement shall, to the extent not inconsistent with law, make such contributions in accordance with the terms and conditions of such plan or such agreement. 29 U.S.C. § 1145.

FN5. As noted by Judge Stewart, Thomas Macari was intimately involved in the Kaszycki Corporation's operations at the demolition site. Indeed, in May, 1980, Macari took over the finances of the demolition job from Kaszycki. Diduck, 774 F.Supp. at 809. Macari "knew the Polish workers were working 'off the books,' that they were doing demolition work, that they were non-union, that they were paid substandard wages with no overtime pay, and that they were paid irregularly if at all." Id. at 812. Moreover, before authorizing Trump-Equitable to make contributions to the Funds, Macari carefully checked the list of employees on the employer's report, and knew that this report was did not accurately list all of the workers at the demolition site. Id. at 813.

*5 To be liable under Section 515, the Plaintiffs necessarily contend that the Trump Defendants should be considered an employer who is thus obligated to the Funds for the past-due contributions under the CBA. [FN4] The term "employer" is defined in 29 U.S.C. s 1002(5) as "any person acting directly as an employer, or indirectly in the interest of an employer, in relation to an employee benefit plan...." Most courts, however, consider the issue to be not whether a defendant fits within the ERISA definition of "employer" but rather whether such a defendant is an "employer who is obligated to make contributions to a multiemployer plan." 29 U.S.C. s 1145. See *Sasso v. Cervoni*, 985 F.2d 49, 50 (2d Cir.), cert. denied, 113 S.Ct. 2964 (1993). See also *International Bd. of Painters v. George A. Kracher, Inc.*, 856 F.2d 1546, 1547- 48, 1550 (D.C.Cir.1988); *Mason Tenders District Council Welfare Fund v. Dalton*, 648 F.Supp. 1309, 1318 (S.D.N.Y.1986). Generally, an employer becomes obligated to make contributions when it has signed a collective bargaining agreement.

Although the Trump Defendants did not sign the CBA, nonsignatories to collective bargaining agreements can be held liable pursuant to Section 515 in special circumstances. See *Starrett Paving*, 845 F.2d at 26 (piercing corporate veil permissible under Section 515); *Leddy v. Standard Drywall, Inc.*, 875 F.2d 383, 388 (2d Cir.1989) (controlling corporate official who conspires to defraud benefit funds can be liable under Section 515). Courts have also held that successors may be liable under Section 515. See *Upholsterers' Int'l Union Pension Fund v. Artistic Furniture of Pontiac*, 920 F.2d 1323, 1327 (7th Cir.1990). Cf. *Stotter Div. of Graduate Plastics Co. v. District 65*, 991 F.2d 997, 1002 (2d Cir.1993). Moreover, in this case the Second Circuit has twice acknowledged the viability of a joint employer theory under Section 515 by permitting the Plaintiffs to maintain their cause of action. *Diduck*, 974 F.2d at 287, 291; *Diduck*, 874 F.2d at 918, 921-23.

A. Joint Employer

The Plaintiffs contend that Trump-Equitable maintained sufficient control over the Polish workers to qualify as a joint employer with the Kaszycki Corporation, and therefore is liable for the unpaid contributions pursuant to Section 515. In a joint employer situation, it is assumed that the two employers are separate legal entities, but "have merely chosen to handle certain aspects of their employer-employee relationships jointly." *Clinton's Ditch Co-op Co. v. N.L.R.B.*, 778 F.2d 132, 137 (2d Cir.1985) (citations omitted), cert. denied, 479 U.S. 814 (1986). Therefore, it is necessary to determine if one or both entities controlled the labor relations of certain workers. *Browning-Ferris*, 691 F.2d at 1122-23.

Drawing all reasonable inferences against the moving Plaintiffs, it is clear that there are disputed issues of fact that prevent granting summary judgment in their favor. Genuine issues of material fact exist as to whether or not Trump-Equitable could

be considered a joint employer. Accordingly, the motion for summary judgment and the cross motion are denied.

B. Successor Employer

*6 The Plaintiffs also contend that the Trump Defendants are liable as a successor employer. Specifically, the Plaintiffs allege that after May 9, 1980--when Macari took over control of the finances for the demolition job--Trump-Equitable essentially succeeded the Kaszycki Corporation as employers of both the Local 95 and Polish workers. As a result, the Plaintiffs contend that the Trump Defendants assumed the Kaszycki Corporation's obligations under the CBA.

While the Second Circuit has not explicitly held that a successor is liable for a predecessor's failure to make ERISA contributions, it has cited with approval to several cases that have so held. See Stotter Div. of Graduate Plastics Co. v. District 65, 991 F.2d 997, 1002 (2d Cir.1993). This determination is also fact specific and sufficient genuine issues of fact are present which preclude summary judgment.

C. Conspiracy to Defraud

Plaintiffs also contend that the Trump Defendants are liable under Section 515 because they "knowingly participated in a scheme to deprive the Funds of contributions due on behalf of the non-union Polish workers; they conspired with the employer (Kaszycki) and the Funds Trustee (Senyshyn) to employ the non-union Polish workers 'off-the-books' and deprive them of pension and welfare contributions owed to the Funds on their behalf." (Pl.'s Br. at 33).

The Second Circuit has acknowledged that it has not established the outer boundaries of individual liability for a corporation's ERISA obligations. See Sasso v. Cervoni, 985 F.2d 49, 51 (2d Cir.), cert. denied, 113 S.Ct. 2964 (1993). Thus, in Sasso, the Second Circuit pointed out that in "special circumstances" individual liability was warranted. Id. at 50. These "special circumstances" included corporate officers who conspired to defraud ERISA funds as well as non-fiduciaries who participated in a fiduciary's breach of ERISA trust obligations. Id. at 50-51.

While Leddy could be read to limit the imposition of individual liability to those who are "controlling corporate officials," the case law permits a broader interpretation. See Sasso, 985 F.2d at 51. The legislative purpose of ERISA would not be advanced if individuals who were not controlling corporate officials but nonetheless conspired to defraud employee benefit plans could not be held liable under Section 515. [FNS]

The Second Cause of Action

The Trump Defendants contend that the Plaintiffs' second cause of action is barred by the recent Supreme Court decision in *Mertens v. Hewitt Assoc.*, 113 S.Ct. 2063 (1993). This claim alleges that the Trump Defendants, as non-fiduciaries, knowingly participated in defendant Senyshyn's breach of his fiduciary duty to the Funds.

In the instant motion, there is a genuine issue of material fact that requires a trial to determine whether the Plaintiffs are entitled to restitution from the Trump Defendants. Specifically, the trier must determine whether the Trump Defendants were unjustly enriched by benefitting from Local 95's continued labor without making contributions to the Funds for the Polish workers. Accordingly, the Trump Defendants motion for summary judgment on the second cause of action is denied.

*7 For the reasons stated above, all motions and cross motions for summary judgment are denied.

The Trump Defendants move in the alternative to strike the Plaintiffs' demand for a jury trial on their first cause of action. The motion is hereby denied. Additionally, Plaintiff's motion to amend the complaint is denied.

SO ORDERED.

FN1. The underlying facts of this case have been set forth in several prior opinions. See, e.g., *Diduck v. Kaszycki & Sons Contractors, Inc.*, 774 F.Supp. 802 (S.D.N.Y.1991), aff'd in part and rev'd in part, 974 F.2d 270 (2d Cir.1992). Familiarity with these opinions is presumed, and only those facts necessary to put the present motions in context will be recited. The following recitation is based on the findings of fact from the sixteen day non-jury trial before the Honorable Charles E. Stewart of this Court, see id., on certain deposition and trial testimony, and on those facts that are undisputed in the parties' statements pursuant to Local Rule 3(g).

FN2. Until he passed away, John Senyshyn had been a defendant in this action. In December, 1993, Judge Stewart granted the Plaintiffs' motion to substitute Stella Senyshyn, as the representative of the Estate of John Senyshyn, as a defendant. (Memorandum Decision, Dec. 13, 1993).

FN3. The Trump Defendants' contention that Judge Sprizzo's findings in *Donovan v. Kaszycki & Sons Contractors, Inc.*, 599 F.Supp. (S.D.N.Y.1984) collaterally estop the Plaintiffs from pursuing this cause of action is misplaced. The "basic premise of preclusion is that parties to a prior action are bound and nonparties are not bound." Wright, Miller & Cooper Federal Practice and Procedure, § 4449. In *Donovan*, the Secretary of Labor brought an action against the Kaszycki Defendants pursuant to the Fair Labor Standards Act. Neither the Plaintiffs nor the Trump Defendants were parties to that action.

party. See *Delaware & Hudson Ry. v. Consolidated Rail Corp.*, 902 F.2d 174, 177 (2d Cir.1990), cert. denied, 500 U.S. 928 (1991).

The ultimate inquiry for a summary judgment motion is "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251-52 (1986). When opposing parties cross-move for summary judgment, courts "must evaluate each party's motion on its own merits, taking care in each instance to draw all reasonable inferences against the party whose motion is under consideration." *Heublein, Inc. v. United States*, 996 F.2d 1455, 1461 (2d Cir.1993) (citations omitted).

The First Cause of Action

Both sides move for summary judgment as to the first cause of action, which alleges that the Trump Defendants are liable for the contributions to the Funds pursuant to Section 515, which is enforced under 29 U.S.C. § 1132(q)(2). *Diduck*, 974 F.2d at 287.

The Plaintiffs assert that the facts found by Judge Stewart in determining that the Trump Defendants were liable for knowingly participating in a breach of fiduciary duty collaterally estop the Trump Defendants from relitigating those facts as they apply to the first cause of action. When Judge Stewart ruled in favor of the Plaintiffs' breach of fiduciary duty claim, he specifically noted: "The Trump [D]efendants are liable because we find that they knowingly participated in [Senyshyn's] breach, not because we find they were the employer." *Diduck*, 774 F.Supp. at 814 (emphasis added). Furthermore, in a footnote, Judge Stewart stated: "we emphasize that the Trump [D]efendants' liability stems from our finding that they participated in the fiduciary breach. We do not rule on the question of whether they were employers...." *Id.* at 814 n. 1 (emphasis added).

Collateral estoppel, or issue preclusion, prevents a party from "relitigating in a second proceeding an issue of fact or law that was litigated and actually decided in a prior proceeding, if that party had a full and fair opportunity to litigate the issue in the prior proceeding and the decision of the issue was necessary to support a valid and final judgment on the merits." *Metromedia Co. v. Fugazy*, 983 F.2d 350, 365 (2d Cir.1992), cert. denied, 113 S.Ct. 2445 (1993) (citations omitted). While Judge Stewart made no legal conclusion that the Trump Defendants were employers as defined by Section 515, it is less certain that the findings made in reaching the breach of fiduciary claim ipso facto have preclusive effect as to the first claim. For a factual or legal issue to have preclusive effect, it must be identical to the issue determined in the prior proceeding. *Id.* Moreover, issues of fact bearing the same label are not identical "if the legal standards governing their resolution are significantly different." *Id.* (citations omitted). [FN3]

April 16, 2004

FBI

Attn: Special Agent,

[REDACTED]
3301 W. Memorial Rd.
Oklahoma City, OK 73134-8801

b6 -1
b7C -1

Dear Special Agent [REDACTED]

Recently, documents were sent to this address by certified mail but not directly to anyone by name. [REDACTED] unit chief, from the Washington, D.C. office also received documents but he forwarded them to this address, Economic Crimes Unit. Hopefully, you've had time to review them.

An investigation is utmost urgent now since there has been serious controversy occurring within the past weeks. I request an investigation of [REDACTED] regarding the money he received from the Trump organization in March-Sept 2003. [REDACTED] members of the Economic Development Authority Board received approximately \$215,000 during this period [REDACTED]

KJS
b6 -2
b7C -2

Enclosed is a copy of an income statement that he turned in but it does not show the actual amount spent. This was not satisfactory. To this day, the members have not received a report of the money.

[REDACTED] continues to meet with consultants (see enclosure) but again, he does not mention the money. When asked about it, he states it is confidential. I suspect him of illegal activities due to his confidentiality and refusal of the report. He lives at [REDACTED]
[REDACTED] OK and works at [REDACTED] in [REDACTED] OK

b6 -2
b7C -2

I have exhausted all other remedies to implement an investigation. I would appreciate your immediate response. Your involvement is urgently needed. You can contact me at [REDACTED]

Sincerely,

[REDACTED]
Kialegee Tribal Town

b6 -3
b7C -3
b7E -1

APR 26 2004

FBI - OKLAHOMA CITY

SEARCHED	INDEXED
SERIALIZED	FILED
APR 26 2004	
FBI - OKLAHOMA CITY	

1359980-19

INCOME STATEMENT

FOR THE 11 PERIODS ENDED AUGUST 31, 2003

	YEAR TO DATE	
	ACTUAL	PERCENT
Revenue		
LETTER OF INTENT INCOME	\$190,000.00	100.0 %
TOTAL Revenue	190,000.00	100.0
Gross Profit	190,000.00	100.0
Operating Expenses		
DISTRIBUTIONS TO MEMBERS	9,500.00	.50
WAGES AND SALARIES	9,720.00	5.1
EMPLOYER'S FICA AND MEDICARE	743.58	.4
OKLAHOMA UNEMPLOYMENT TAX	272.16	.1
CONTRACT LABOR	2,276.23	1.2
MEETING STIPEND	4,250.00	2.2
TRAVEL STIPEND	8,100.00	4.3
CONSULTANT EXPENSES	111,411.44	58.6
LEGAL & PROFESSIONAL FEES	8,806.89	4.6
DUES & SUBSCRIPTIONS	30.00	0
REIMBURSED MEALS	1,000.25	.5
REIMBURSED TRAVEL/LODGING	1,285.00	.7
REIMBURSED MILEAGE@ .36	2,422.22	1.3
OFFICE SUPPLIES	1,710.95	.9
TELEPHONE, FAX, I-NET	933.54	.5
PROPERTY RENT	300.00	.2
CONVENTION, SEMINAR, CONT. ED.	1,505.00	.8
LICENSES & FEES	20.00	0
BOOKS & PERIODICALS	72.65	0
REIMBURSED VEHICLE RENTAL	1,034.45	.5
VEHICLE EXPENDITURES	160.26	1
TRAVEL/LODGING EXPENDITURES	941.66	.5
MEALS & ENTERTAINMENT	175.00	.1
TOTAL Operating Expenses	166,671.28	87.7
Net Income from Operations	23,328.72	12.3
Earnings before Income Tax	23,328.72	12.3
Net Income (Loss)	\$23,328.72	12.3 %

Liabilities AND Equity

Current Liabilities

FICA WITHHELD AND ACCRUED	\$1,205.28
MEDICARE WITHHELD AND ACCRUED	281.88
FEDERAL WITHHOLDING PAYABLE	934.00
STATE WITHHOLDING PAYABLE	495.38
STATE UNEMPLOYMENT PAYABLE	272.16
TOTAL Current Liabilities	3,188.70
TOTAL Liabilities	3,188.70

Equity

RETAINED EARNINGS - PRIOR	.00
Retained Earnings-Current Year	23,328.72
TOTAL Equity	23,328.72
TOTAL Liabilities AND Equity	\$26,517.42

U S P
H E T U
H P R
H M I
\$
00



9264

73134



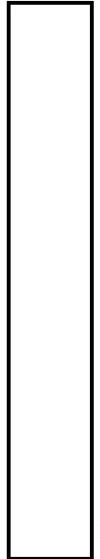
7003 1010 0001 3924 0797

FIRST CLASS

RETURN RECEIPT
REQUESTED

FBI

Attn: Special Agent



3301 W. Memorial Rd.
Oklahoma City, OK.

73134 - 8801

b6 -1
b7C -1

b6 -3
b7C -3

1359980-25

KIALEGE TRIBAL TOWN EDA
Quarterly Report

DATE; December 29,2003

October 2003; During this month the EDA continued to work with the consultants and waiting news from Trump to see how to continue our project. We received a letter from Trump & Casino Resorts on October 20th, which the letter was given to committee members.

November 2003; We continued to have contact with the consultants and they have been working trying to find other resources to continue our project. Also we have been in contact with the attorney [redacted] to find resources in Oklahoma. The problem we are having is getting land in trust. We have also been contacted by a tribal member who has trust land available for additional projects.

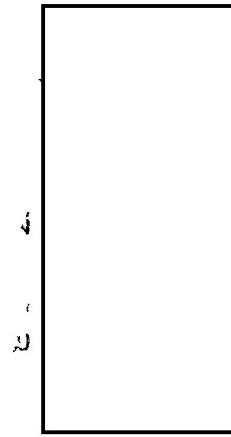
b6 -3
b7C -3

December 2003;

This month due to our finances, EDA office manager started working on the Solid Waste Grant. This started December 2.2003 to January 9 2003. Our consultant [redacted] was ill and off work for 2 weeks, he is now back to work and has set up meetings with consultants and other investors. Also [redacted] has set up meetings with investors. We also have contact with [redacted] from Mesa Development out of Shawnee. EDA and the Health Board have set up a meeting with [redacted] [redacted] and he will be here of January 19,2004 to demonstrate his laser treatments. The EDA and the consultants are working to continue to find resources for the tribe. The first week of January we have several exciting meetings with the consultants and will keep you updated on any new progress.

b6 -3
b7C -3

b6 -3
b7C -3



7003 1010 0001 3924 0797



b6 -1
b7C -1



FIRST CLASS

RETURN RECEIPT
REQUESTED

F B I

ATTN: Special Agent
[Redacted Address]

3301 W. Memorial Rd.
Oklahoma City, OK.

73134-8801

POSTAL SERVICE

9264

73134

U S P H
K E T C M P
H P R I K R
H M Q L

57
2000

1359980-24

BALANCE SHEET**AUGUST 31, 2003****Assets****Current Assets**

CASH ON HAND	\$40.00
FIRST NATIONAL BANK- OPERATING	12,367.10
BANK OF COMMERCE- MEMBERS FUND	10,415.00
TOTAL Current Assets	22,822.10

Fixed Assets

COMPUTER EQUIPMENT	3,695.32
TOTAL Fixed Assets	3,695.32
TOTAL Assets	\$26,517.42

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 1
Page 1 ~ b3 - -1;

XXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXX

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription
11/13/85

[redacted] Attorney, DREYER and TRAUB Attorneys, 101 Park Avenue, New York, New York, (212) 661-8800, accepted service of a Federal Grand Jury subpoena for [redacted] and was provided with a copy of this subpoena by the undersigned Special Agent of the FEDERAL BUREAU OF INVESTIGATION requiring [redacted] for the Federal Grand Jury, SOUTHERN DISTRICT OF NEW YORK on [redacted]

b3 -2
b6 -3
b7C -3

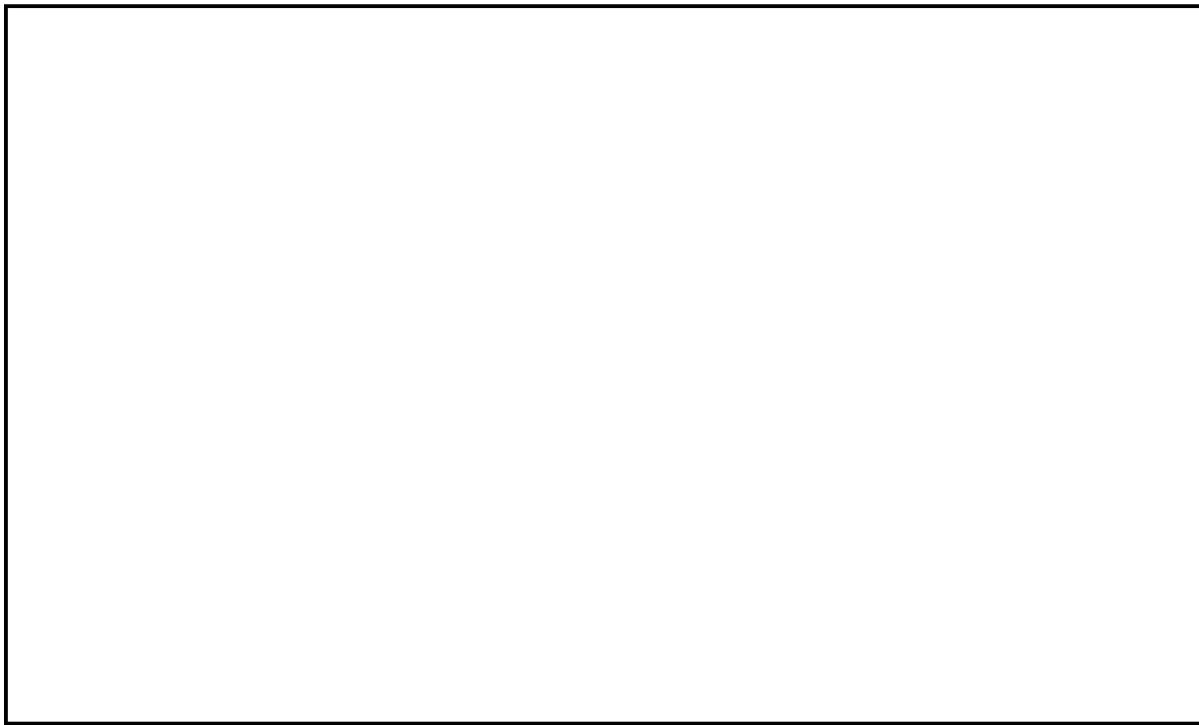
Interviewed on 11/6/85 at New York, New York File # NY 183A-2826
 By SA [redacted] spm EPS Date Dictated 11/12/85 23

Sub C, Sub BB

b6 -1
b7C -1

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

R I D E R



b3 -2

On 11/6/85 [redacted] attorney,
Dreyer and Traub Attorneys, 101 Park Ave,
NY, NY (212) 661-8800 accepted service
of the subpoena for [redacted]

b3 -2
b6 -1,-3
b7C -1,-3

[redacted] and was provided
with a copy of this subpoena by SA
[redacted], FBI, New Rochelle

RA.

[redacted]
b6 -4
b7C -4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TO [redacted]

b3 -2

GREETINGS:

WE COMMAND YOU that all business and excuses being laid aside, you appear and attend before the GRAND INQUEST of the body of the people of the United States of America for the Southern District of New York, at a District Court to be held at Room 1401 in the United States Courthouse, Foley Square, in the Borough of Manhattan, City of New York, on the [redacted] day of [redacted] at [redacted] in the [redacted] noon, to testify and give evidence in regard to an alleged violation of [redacted]
[redacted]

and not to depart the Court without leave thereof, or of the United States Attorney, and that you produce at the time and place aforesaid the following:

SEE ATTACHED RIDER

And for failure to attend and produce the said documents you will be deemed guilty of contempt of Court and liable to penalties of law.

Dated: New York, N.Y.
November 4, 1985

Rudolph W. Giuliani
United States Attorney for the
Southern District of New York.

b6 -4
b7C -4

NOTE: REPORT AT ROOM 767. In order to secure your witness fees and mileage, it is necessary that you retain this Subpoena and present the same at the United States Attorney's Office, Room 767, upon each day on which you attend Court as a witness.

[redacted]
Assistant United States Attorneys
Telephone: (212) 791-

[redacted]
Room 934
One St. Andrew's Plaza
New York, New York 10007

FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription
11/18/85

[redacted] Attorney, DREYER AND TRAUB Attorneys, 101 Park Avenue, New York, New York, (212) 661-8800, accepted service of a Federal Grand Jury subpoena for [redacted]

b3 -2
b6 -3
b7C -3

[redacted] and was provided with a copy of this subpoena by the undersigned Special Agent of the FEDERAL BUREAU OF INVESTIGATION which required [redacted] appearance before the Federal Grand Jury, SOUTHERN DISTRICT OF NEW YORK on [redacted]

Interviewed on 11/6/85 at New York, New York File # NY 183A-2826
Sub C, Sub BD -34

By SA [redacted] /spm

Date Dictated 11/12/85 b6 -1
b7C -1

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

NOV 22 1985

JNF

On 11/6/85

[redacted] Attorney,

Dreyer and Traub, Attorneys, 101 Park Ave.
NY, NY (212) 661-8800 "accepted service
of the subpoena for [redacted]

b3 -2
b6 -1,-3
b7C -1,-3

[redacted] and was provided
with a copy of this subpoena by
SA [redacted] FBI,
New Rochelle RA .

United States District Court
SOUTHERN DISTRICT OF NEW YORK

TO [redacted]

b3 -2

GREETING: b6 -3

b7C -3

WE COMMAND YOU that all and singular business and excuses being laid aside, you and each of you appear and attend before the GRAND INQUEST of the body of the people of the United States of America for the Southern District of New York, at a District Court, to be held at Room 1401 in the United States Courthouse, Foley Square, in the Borough of Manhattan, City of New York, in and for the said Southern District of New York, on the [redacted] day of [redacted] at [redacted] o'clock in the [redacted] noon, to testify and give evidence in regard to an alleged violation of Section [redacted]
[redacted]

on the part of the United States, and not to depart the Court without leave thereof, or of the United States Attorney.

And for failure to attend you will be deemed guilty of contempt of Court and liable to penalties of the law.

DATED: New York, N. Y. November 4, 1985

Rudolph W. Giulian
United States Attorney for the
Southern District of New York

Clerk.

b6 -4
b7C -4

NOTE: Report at Room 767. In order to secure your witness fees and mileage, it is necessary that you retain this Subpoena and present the same at the United States Attorney's Office, Room 767, upon each day on which you attend Court as a witness.
[redacted]

Assistant U. S. Attorneys

Telephone: [redacted]
Telephone: [redacted]
Room 934

-1-

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 7/7/89

white male

b7D -1

number [redacted] voluntarily appeared at the Philadelphia Office of the FEDERAL BUREAU OF INVESTIGATION (FBI). [redacted] was provided with the identity of the contacting agents and the nature of the inquiry concerning [redacted] provided the following information:

[redacted]
b6 -1,-3
b7C -1,-3
b7D -1

[redacted] b7D -1

[redacted] b7D -1

[redacted]
b6 -2
b7C -2
b7D -1

1-6
b6D

Investigation on 6/28/89 at Philadelphia, Pennsylvania File # 183A-PH-57101 (SQ5) - 10

SAs [redacted] and 10/5/89 R [initials]
JEP Date dictated 6/28/89

SEARCHED [initials] b6 -1
 INDEXED [initials] b7C -1
 SERIALIZED [initials]
 FILED [initials]

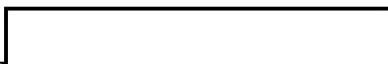
This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

1359980-6

FILED

183A-PH-57101

Continuation of FD-302 of _____

A rectangular black-outlined box used for redacting information.

, On 6/28/89

, Page -2-

b7D -1

b6 -2

b7C -2

b7D -1

b6 -3

b7C -3

b7D -1

b6 -2

b7C -2

b7D -1

b6 -2,-3

b7C -2,-3

b7D -1

b6 -3

b7C -3

b7D -1

183A-PH-57101

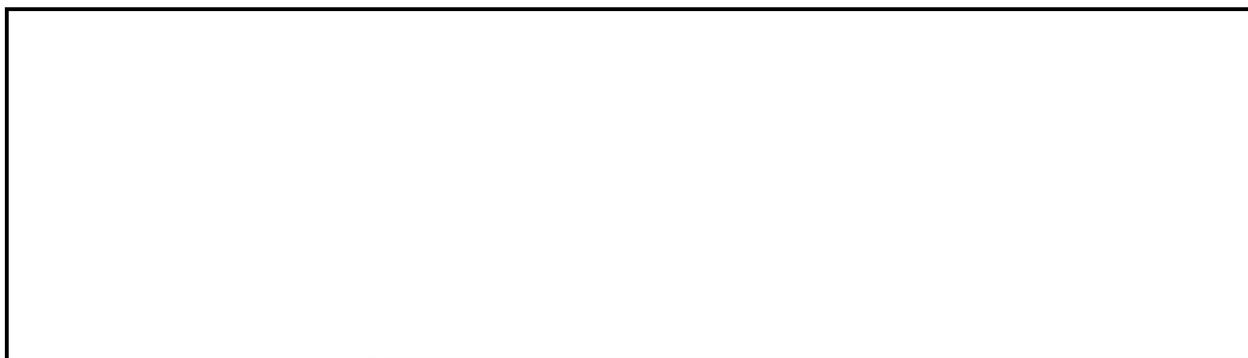
Continuation of FD-302 of



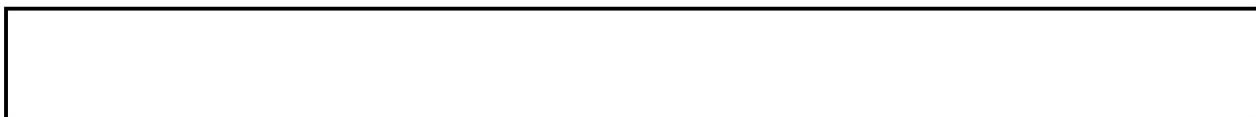
, On 6/28/89

b7D -1

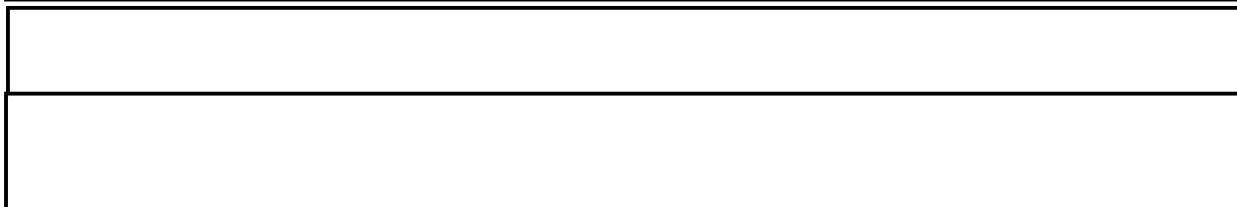
, Page -5-



b6 -3
b7C -3
b7D -1



b6 -3
b7C -3
b7D -1



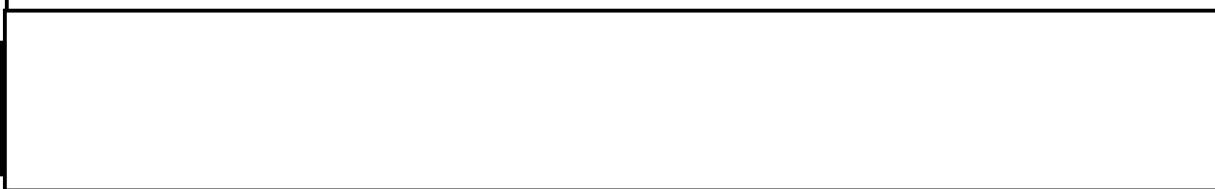
b6 -3
b7C -3
b7D -1



b6 -3
b7C -3
b7D -1



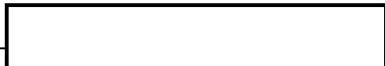
b6 -3
b7C -3
b7D -1



b6 -3
b7C -3
b7D -1

183A-PH-57101

Continuation of FD-302 of



, On 6/28/89

b7D -1

-4-

, Page



b6 -3

b7C -3

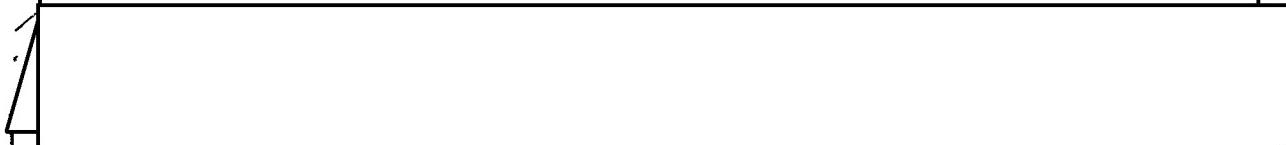
b7D -1



b6 -3

b7C -3

b7D -1



b6 -3

b7C -3

b7D -1



b6 -3

b7C -3

b7D -1



b6 -3

b7C -3

b7D -1



b6 -3

b7C -3

b7D -1



PH 183A-PH-57101

Continuation of FD-302 of _____, On 6/28/89, Page -3-

b7D -1

b6 -2,-5
b7C -2,-5
b7D -1

b6 -2,-3
b7C -2,-3
b7D -1

b6 -3
b7C -3
b7D -1

b6 -2,-3
b7C -2,-3
b7D -1

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 1
Page 1 ~ b3 - -2;

XXXXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X For this Page X
XXXXXXXXXXXXXXXXXXXX

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 2

Page 1 ~ b3 - -1; b6 - -1,-2; b7A - -1; b7C - -1,-2; b7E - -1;
Page 2 ~ b3 - -1; b6 - -2; b7A - -1; b7C - -2; b7E - -1;

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

X Deleted Page(s) X

X No Duplication Fee X

X For this Page X

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

FEDERAL BUREAU OF INVESTIGATION
FOI/PA
DELETED PAGE INFORMATION SHEET
FOI/PA# 1359980-0

Total Deleted Page(s) = 2

Page 1 ~ b3 - -1; b6 - -1,-2; b7A - -1; b7C - -1,-2; b7E - -1;
Page 2 ~ b3 - -1; b6 - -2; b7A - -1; b7C - -2; b7E - -1;

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

X Deleted Page(s) X

X No Duplication Fee X

X For this Page X

XXXXXXXXXXXXXXXXXXXXXXXXXXXX